TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1893.

No. 224.

CHARLES REEDER, APPELLANT,

vs.

C. C. LEWIS, ADMINISTRATOR OF WILLIAM A. QUARRIER, DECEASED.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF WEST VIRGINIA.

FILED APRIL 8, 1893.

(15,290.)

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1 Circuit Court of the United States, District of West Virginia.

E. W. CLARK *vs.* CHARLES REEDER. } In Equity.

and

CHARLES REEDER *vs.* E. W. CLARK. } In Equity. On Cross-bill.

Upon the petition of C. C. Lewis, administrator of William A. Quarrier, deceased.

Record.

NOTE.—The cases of Clark *vs.* Reeder and Reeder *vs.* Clark are now pending in the Supreme Court of the United States on an appeal from a decree of this court, and a transcript of the record in said cases, down to the time when the petition of Quarrier's administrator, hereinafter set forth, was filed, has been certified to the said court and will be found there.

L. B. DELLICKER,
Clerk Circuit Court U. S., Dist. West Virginia.

Be it remembered that heretofore, to wit, on the 8th day of July, in the year of our Lord one thousand eight hundred and
2 ninety-one, in the circuit court of the United States for the district of West Virginia, at chambers, in the city of Charleston, in said district, an order was made and entered of record; which order is in the words and figures following, to wit:

E. W. CLARK *vs.* CHARLES REEDER. } In Equity.

and

CHARLES REEDER *vs.* E. W. CLARK. } In Equity. Upon Cross-bill.

This day C. C. Lewis, administrator of W. A. Quarrier, deceased, tendered his petition in the above causes, praying for an allowance to the said W. A. Quarrier for services in said cause in behalf of the said Reeder to be paid by said Reeder; which petition is ordered to be filed.

Thereupon, upon the motion of the said Lewis, administrator, it is adjudged and ordered that the matters arising upon said petition be, and they are hereby, referred to Joseph Ruffner, one of the commissioners of this court, to take, state, and report an account showing what is a just, fair, and reasonable compensation for the services

rendered by the said Quarrier in his lifetime to the said Reeder in said causes and what payments, if any, have been made on account of such services. It is further ordered that before proceeding to take said account the said commissioner shall give ten days' notice of the time and place of so doing to Messrs. Kenna & Chilton, attorneys of said Reeder in said causes.

3 (Endorsed:) Enter. Jackson, judge.

JULY 8, '91.

The petition referred to in the foregoing order is in the words and figures following, to wit:

In the Circuit Court of the United States for the District of West Virginia.

E. W. CLARK
vs.
CHARLES REEDER. } In Equity.

and

CHARLES REEDER
vs.
E. W. CLARK. } In Equity. Upon a Cross-bill.

The petition of C. C. Lewis, administrator of the estate of W. A. Quarrier, deceased, would respectfully show to the honorable judges of said court that W. A. Quarrier departed this life intestate on the 10th day of September, 1888, and on the — day of ——, 1888, your petitioner was duly appointed administrator of said estate by the county court of Kanawha county, West Virginia, and on said day took the oaths prescribed by law and entered upon the discharge of his duties as such administrator, and thenceforth hath been and still is the administrator of said estate.

That said W. A. Quarrier in his lifetime was a lawyer, residing in Charleston, West Virginia, with a large and lucrative practice and enjoying up to the time of his death, which was very sudden and unexpected, a reputation second to that of no other lawyer in the State.

4 That in the fall of 1885 the said W. A. Quarrier was employed by the said Charles Reeder to assist James McColgan, Esq., in protecting the interests of the said Reeder in the above suit or suits, the object of which, in brief, was on the part of the said Clark to be relieved from the payment of $61,946.64 to said Reeder and to recover back from said Reeder $35,000 theretofore paid in on the purchase of 57000 acres of land sold by said Reeder to said Clark, and to rescind and annul the contract for the sale of said land.

That from the time of said employment up to the time of his death, as aforesaid, the said Quarrier took an active part in protecting the interests of the said Reeder in said litigation and spent a great deal of time and did a great deal of work in so doing.

That the said work and labor of the said Quarrier was of great

service and benefit to the said Reeder in said litigation; that for said services so rendered the said Quarrier never received any compensation, except $150 paid by said Reeder; that a letter from said James McColgan, dated Aug't 23, 1890, is herewith filed, showing that no other or further payment was ever made on said account.

That the attorneys of said Quarrier's estate have been unable to get any settlement with the said Reeder or reply to recent letters in regard to a settlement of the compensation that should be paid to the estate of the said Quarrier for his said services to said Reeder in said causes.

Your petitioner is advised, and so alleges, that said services so rendered to said Reeder were well worth the sum of $5,000, subject to the credit aforesaid, and he therefore prays that the said
5 sum may be adjudicated in this cause to be a valid and subsisting charge upon the land and funds in controversy in this cause so far as owned by the said Reeder, and to be paid therefrom, and for such other and further relief in the premises as may be consistent with equity and the circumstances of this case may require.

And, &c.

(Signed) C. C. LEWIS,
Adm'r of W. A. Quarrier, Dec'd,
By COUNSEL.

KNIGHT & COUCH, *Sol's.*

(Endorsed:) Clark *vs.* Reeder and Reeder *vs.* Clark. In equity. Petition of Quarrier's adm'r. Circuit court U. S., dist. W. Va. Filed in office this 9th day of July, 1891. (Signed) L. B. Dellicker, clerk.

The letter from James McColgan referred to in the foregoing petition and filed therewith is in the words and figures following, to wit:

6 James McColgan, attorney-at-law, 18 E. Lexington street.

BALTIMORE, *Aug.* 23, 1890.

Mess. Knight & Couch, attorneys, Charleston, W. Va.

GENTLEMEN: Mr. Chas. Reeder a few days ago handed me your letter in regard to fees paid Mr. Quarrier in case of Clark *vs.* Reeder.

I have been somewhat busy and have not had an opportunity to make a thorough examination, but find the sum of one hundred and fifty dollars as fees and several amounts for costs & expenses.

I am compelled to go away for a few days, but will be back early in September and communicate with you as soon as I have an opportunity to make a thorough examination.

Very respectfully, &c.,

(Signed) JAS. McCOLGAN.

And on another day, to wit:

At a circuit court of the United States for the district of West Virginia, continued and held at Charleston, in said district, on Saturday, the 7th day of May, A. D. 1892, an order was made and entered of record; which order is in the words and figures following, to wit:

E. W. CLARK
v.
CHAS. REEDER. } In Equity.

7 and

CHAS. REEDER
v.
E. W. CLARK. } In Equity. On a Cross-bill.

Commissioner Joseph Ruffner this day presented his report in these causes upon the matters arising upon the petition of Charles C. Lewis, administrator of the estate of Wm. A. Quarrier, dec'd, heretofore filed herein, which report is ordered to be filed.

The report referred to in the foregoing order is in the words and figures following, to wit:

In the United States Circuit Court, District of W. Va.

E. W. CLARK
vs.
CHAS. REEDER. } In Equity.

and

CHARLES REEDER
vs.
E. W. CLARK. } In Equity. Upon a Cross-bill.

Commissioner's Report.

(On matter arising upon the petition of Wm. A. Quarrier's administrator filed in said causes.)

To the hon. the judges of said court, sitting at Charleston, in said district:

On the 8th day of July, 1891, an order was made in these causes referring to me the matters arising upon the petition of C. C. Lewis, as administrator of the estate of William A. Quarrier, dec'd, to take, state, and report an account showing what is a just and fair and reasonable compensation for the services rendered by the said
8 Quarrier in his lifetime to the said Reeder in said causes and what payments, if any, have been made on account of such services.

The said order of reference required me to give ten days' notice of the time and place of taking said account to Messrs. Kenna and Chilton, attorneys of said Reeder in said causes.

The notice so required was duly given by me more than ten days

prior to the 3d day of August, 1891 (the time designated therein for taking said account), but at the instance of Messrs. Kenna and Chilton the same was forwarded by me to James McColgan, Esqr., of Baltimore, Maryland, counsel for Mr. Charles Reeder, defendant, and his acceptance of the service thereof is endorsed by him upon the said notice, which is herewith returned.

On the 3d day of August, 1891, I attended at my office, in Charleston, in said district (the place specified in said notice for the taking of said account), for the purpose set forth in said notice, but neither party in interest being present, either in person or by counsel, I adjourned the proceedings until the 12th day of September, 1891, at the place aforesaid, and gave due notice thereof to the counsel of the parties interested in this proceeding.

At the date and place last mentioned the parties in interest appeared by their respective counsel, Mr. George S. Couch, for the petitioner, Lewis, adm'r, &c., and Mr. James McColgan, for the defendant, Chas. Reeder; and the counsel for the petitioner presented as witnesses on his behalf Messrs. James H. Ferguson and James F. Brown, whose depositions were then taken by me and are now herewith returned. Further proceedings under said notice were then, by consent of said counsel, adjourned until such time
9 as might suit the convenience of either of the parties, in order that the defendant might take such evidence as he desired in his behalf.

On the 19th day of April, 1892, I received by mail the depositions of Mr. Charles Reeder and Mr. James McColgan on behalf of the defendant Reeder, in the city of Baltimore, Maryland, on the 25th day of March, 1892, before a notary public, which depositions are herewith returned.

Neither party desiring to take any further evidence, I have concluded the taking of said account and now respectfully report upon the matter involved in the proceedings.

After maturely considering the testimony of the witnesses, the relation they sustain to the parties in interest, the character of the litigation between Clark and Reeder and its result, the amount involved, the standing of the late Wm A. Quarrier in his profession, his skill and ability as a lawyer, and the fact that the main portion of the contest was ended at the time of his death, I am of opinion, and so find, that "a just, fair, and reasonable compensation" for the services of Mr. Quarrier in the premises is the sum of twenty-five hundred dollars ($2,500.00), inclusive of the amounts paid to him by Charles Reeder, which I find to be $50 and $100.00; in all, $150.00.

Respectfully submitted.
(Signed) JOSEPH RUFFNER,
Commissioner U. S. Cir. Ct.

May 7th, 1892.

(Endorsed:) U. S. circuit court, D. W. Va. E. W. Clark
10 *vs.* Chas. Reeder, in equity, and Chas. Reeder *vs.* E. W. Clark, in equity, on cross-bill. Comm'r's report on petition of Quar-

rier's adm'r. Circuit court U. S., dist. W. Va. Filed in open court this 7 day of May, 1892. (Signed) L. B. Dellicker, clerk.

The notice referred to in the foregoing report is in the words and figures following, to wit:

In the United States Circuit Court, District of West Virginia, at Charleston.

E. W. CLARK *vs.* CHARLES REEDER. } In Equity.

and

CHARLES REEDER *vs.* E. W. CLARK. } In Equity. Upon Cross-bill.

To Messrs. Kenna & Chilton, counsel for said Charles Reeder:

11 You are hereby notified that in pursuance of an order made and entered in the above-entitled causes on the 8th day of July, 1891, I will, at my office, in Charleston, in the district aforesaid, on the 3d day of August, 1891, at nine o'clock a. m., proceed to take, state, and report an account showing what is a just and fair and reasonable compensation for the services rendered by W. A. Quarrier in his lifetime to the said Reeder in said causes, and what payments, if any, have been made on account of such services.

Given under my hand this 18th day of July, 1891.

(Signed) JOSEPH RUFFNER,
Comm'r U. S. Cir. Ct., Dist. of W. Va.

(Endorsed:) U. S. cir. court, D. W. Va. E. W. Clark *vs.* Chas. Reeder, in equity, and Chas. Reeder *v.* E. W. Clark, in equity, upon a cross-bill. Notice to take an account upon matters arising upon the petition of Quarrier's adm'r for fees, &c. Service of the within notice is hereby accepted. (Signed) James McColgan, attorney for Charles Reeder. Circuit court U. S., dist. W. Va. Filed in
12 open court this 7 day of May, 1892. (Signed) L. B. Dellicker, clerk.

The depositions of witnesses for petitioner referred to in the foregoing report and filed therewith are in the words and figures following, to wit:

Depositions of witnesses taken before the undersigned, special master, at his office, in Charleston, West Virginia, on the 12th day of September, 1891, between the hours of 9 a. m. & 6 p. m., in pursuance of an order of the United States circuit court for the district of W. Va., made in the cause in equity in which E. W. Clark is complainant and Chas. Reeder is defendant, and on a cross-bill filed therein in which Chas. Reeder is compl't & E. W. Clark is defendant, which said order was entered in said cause on the 8th day of July, 1891, upon the matters arising upon the petition of the administrator of the estate of W. A. Quarrier, dec'd.

Present: Geo. S. Couch, counsel for the adm'r of W. A. Quarrier, and James McColgan, Esq., counsel for Charles Reeder.

JAMES H. FERGUSON, a witness in behalf of petitioner, being by me first duly sworn to testify the truth, the whole truth, & nothing but the truth, deposes as follows:

1 quest. by GEO. S. COUCH, att'y for petitioner:

(MEM.—James McColgan, Esq., as counsel for Chas. Reeder, presented and filed exceptions to the taking of these depositions; which exceptions are in writing and are annexed hereto.)

13 State your residence and occupation and whether you were acquainted with Wm. A. Quarrier in his lifetime.

Ans. My residence is Kana. Co.; my occupation, a lawyer, and I was well acquainted with Mr. Quarrier in his lifetime.

2 by same. State who were the counsel engaged in the chancery cause now pending in the U. S. circuit court for the dist. of W. Va., at Charleston, W. Va., in which E. W. Clark was complainant and Chas. Reeder was defendant, and when and how said cause came into said court.

Ans. The cause came into the United States court at Charleston by removal from the circuit court of Boone Co., W. Va., into that court on the petition of Mr. Reeder, filed by J. H. McGinnis, Esq., who appeared for him in the Boone circuit court. After it was docketed in the U. S. court, Mr. Quarrier was the first counsel who appeared in it for Mr. Reeder. Some time after that Mr. McColgan, of Baltimore, also appeared in the case for Mr. Reeder, but Mr. Quarrier seemed to be in the control and management of the case. I brought the suit for Mr. Clark in the Boone cir. ct. and conducted it as his counsel for him to the final decree in the case.

3d Q. by same. What was the condition of said cause at the time of the death of Mr. Quarrier, which occurred on the 10th day of September, 1888?

Ans. The cause had been matured for hearing a considerable time before Mr. Quarrier's death, and had come on for hearing a considerable time before his death, and was argued orally
14 and somewhat elaborately. I filed on behalf of Mr. Clark a printed brief at the time of the argument. It was argued by Mr. Quarrier & Mr. McColgan for Mr. Reeder, & Mr. McColgan, if I remember correctly, filed a brief in typewriting, and Mr. Quar-

rier took time to file a printed brief, which he afterwards did. I filed a printed reply to that brief, and he obtained leave to file another printed brief in reply to me, which he afterwards did, and I filed another printed reply to that brief, and in one or the other of my additional briefs I also replied to the printed brief of Mr. Watts, filed by himself on his own behalf, he being a defendant in the case, and in that condition of the case Mr. Quarrier died, before the decision.

4th Q. by same. State whether or not the contest, so far as the counsel were concerned, was practically over at the time of the death of Mr. Quarrier.

Ans. I so considered it.

5 Q. by same. Please take the printed record in the cause & state briefly of what the pleadings in the cause consisted and who attended the taking of the depositions in the cause on behalf of Mr. Reeder.

Ans. As to the pleadings in the case, they fully appear by the record of the case. As to the taking of the depositions, I was not present at the taking of the whole of the depositions on behalf of Mr. Reeder—I mean at the examination-in-chief of the witnesses—but I was present and conducted the cross-examination of all Mr. Reeder's witnesses. The taking of the depositions of Mr. Watts in the
15 case on behalf of Mr. Reeder & himself were conducted, so far as I remember, principally by Mr. Watts himself, though he did not appear for Mr. Reeder, as I understood it. Mr. Quarrier appeared now & then in the taking of the direct examination of these witnesses. I don't remember whether Mr. McColgan appeared on the direct examination of these witnesses or not, but he did appear & cross-examine a portion, at least, of the witnesses for the complainant, perhaps all of them. The record, however, will show as to that. Mr. Quarrier seemed to be looking after the matter and came in & out during the examination of the witnesses & I think personally examined some of the witnesses, especially E. B. Knight, Esq.

6 Q. by same. What was the amount involved in said suit & which side substantially prevailed?

Ans. The main subject of the controversy didn't involve the amount at all, as will fully appear by the pleadings, but the debt claimed by Mr. Reeder, principal & interest, as appears by a statement made up by Mr. Reeder himself and filed with the papers in the cause, marked Exhibit "Mc," was $61,946.64. In the final decree Mr. Reeder finally prevailed and obtained a decree for some $70,000, as I recollect. The suit was brought, as the pleadings show, to set aside the sale of the land by Mr. Reeder to Mr. Clark, and Mr. Reeder filed a cross-bill for the specific performance of his contract with Mr. Clark some time after the suit was brought.

7 Q. by same. What was the reputation of Mr. Quarrier as a lawyer?

Ans. Mr. Quarrier had the reputation of being one of the leading lawyers of the State.

8 Q. by same. Taking into consideration the amount in-
16 volved in said suit and the service rendered by Mr. Quarrier therein, state what, in your judgment, would be a fair & reasonable compensation for said services.

Ans. In my opinion, a fair & reasonable compensation to Mr. Quarrier in the case for services rendered, considering the questions involved, the amount of money involved after the filing of the cross-bill, his standing at the bar & large practice as a lawyer, would be from $2,500 to $3,000; not less than $2,500.00.

Cross-examined:

1 X Q. by J. McColgan, Esq. Did Mr. Quarrier on any day during the taking of the depositions of yourself, Mr. C. C. Watts, Mr. Miller, Mr. H. M. Bell, & Mr. Harris spend an hour on any one day in the office of Mr. Dyer, where the depositions were being taken?

Ans. It would be impossible for me to answer that question & say whether he did or did not. Mr. Quarrier would come in & sometimes look at the depositions being taken, and sometimes consult with Mr. Watts while the depositions were being taken before the appearance of Mr. McColgan, but how much time he spent in that way on any one day I don't know.

2 X Q. by same. Do you not recollect that Mr. McColgan was present during the entire time of taking all the depositions of all the witnesses mentioned, & that Mr. Quarrier only dropped in occasionally for a few minutes during the taking of the depositions of these witnesses, excepting when he stopped to ask you two or three questions, and to ask Mr. Watts a few questions during Mr. Watts' examination?

17 Ans. My recollection is that Mr. McColgan was not present during the examination of all those witnesses. According to my recollection, he was not present at the examination of either Watts or Bell, though I would not assert positively that he was or was not—though if he was I don't remember it.

I have no recollection of Mr. Quarrier asking me any questions, though he may have done so. It occurs to me, however, that he did suggest some questions to Mr. Watts to be asked me, but what they were I have no recollection.

I can say that Mr. McColgan was present at the taking — the depositions of Harris & Miller & cross-examined the witnesses. I have no distinct recollection of any other witness that he cross-examined, though I think there were others. I can say, generally, that Mr. Quarrier did not participate to any considerable extent in a personal examination of the witnesses.

3 X Q. by same. Please state the amount of money involved in this case, as understood by you in your reply to the 8th question-in-chief.

Ans. What Mr. Reeder claimed on his cross-bill and his statement filed at that time—$61,000. That was my meaning. I didn't consider until he filed his cross-bill that it involved the money

claimed by Mr. Reeder at all. It was simply for setting aside the sale.

4 X Q. by same. After the filing of Mr. Reeder's cross-bill and after testimony had been taken in the matter, did not Mr. Reeder's counsel, in open court, offer to pay back the $25,000 which had been received by Mr. Reeder on account of the property & cancel the contract, & did you not refuse to accept it unless he also paid the $10,000 received by Mr. Watts from Mr. Clark or Mr.
18 Clark's agent?

Ans. Whether the offer named in the question was made before or after the filing of the cross-bill, I don't remember, but I have a very distinct recollection of the offer being made as stated in the question, and that I refused it very emphatically unless the $10,000 paid to Watts was paid with it, which the counsel of Mr. Reeder refused to agree to.

5 X Q. by same. If Mr. Reeder had been willing to pay the $10,000 which had been rec'd by Mr. Watts, as well as the amount which he offered on this occasion to pay, would you not have accepted the offer and thereby ended all litigation & controversy in reference to the matter?

Ans. I would not have accepted it on my own responsibility, but would have communicated it at once to Mr. Clark, my client, and advised his acceptance of it in order to end the litigation.

6 X Q. by same. Was not the object of your bill wholly to cancel the contract between Clark & Reeder in reference to this property & to secure the repayment to Clark of $35,000 which he had paid, $25,000 of which Mr. Reeder had received and $10,000 of which C. C. Watts had received?

Ans. Yes; that was the object of the bill, to cancel the contract and recover back the money paid, as stated in the question, with its interest. This was the whole object of the bill, as I remember it.

7 X Q. by same. Then if Mr. Reeder, who was willing to cancel the contract & pay back the $25,000 which he had received and which he was willing to pay, had also been willing to pay the $10,000 which C. C. Watts had received, with interest on the
19 whole sum, would you not have been bound to accept it in satisfaction and settlement of the litigation, that being the whole object of the bill filed by you on behalf of Mr. Clark?

Ans. As you state the question, I don't know that I would have been bound to accept it, unaccompanied by an offer to pay the costs of the suit. I think it is probable, however, that if Mr. Reeder had tendered the $35,000, with its interest from the time it was paid to the date of the tender, but declined to pay the costs of the suit up to that point, it would have been accepted; but as Mr. Reeder's counsel refused to pay the additional $10,000, with its interest, of course I can't tell what the result would have been if he had so offered it.

8 X Q. by same. Then, if Mr. Reeder had offered at that time to pay the $35,000 & its interest & the costs of suit, you would have been bound to accept the same in satisfaction of your claim, and thereby end the litigation?

Ans. If Mr. Reeder had made the offer through his counsel, as stated in the question, I would have then & there *have* accepted it without reference to Mr. Clark, and upon the reception of Mr. Reeder's check for the amount of money necessary to pay the whole I would at once have dismissed the suit, the object thereof having been fully attained.

9 X Q. by same. Do you or not recollect whether or not that offer was made in court on the occasion of the motion by Mr. Reeder to discharge the receiver, which appears by the record to have been acted upon on the 18th Feb'y, 1888?

Ans. No; I do not recollect at what time it was made. That motion appears by the record to have been acted upon on the 18th Feb'y, 1888, and I see by the record that Mr. Reeder's cross-
20 bill was filed May 5th, 1885, and the order docketing the case in the United States court was made Nov'r 2d, 1885. In looking at these respective dates, while I can't state positively, I think it highly probable that the offer was made after the filing of the cross-bill.

10 X Q. by same. Was not this offer to pay the $25,000 in settlement made several times during the litigation?

Ans. I have no sort of recollection of its ever having been made but once.

11 X Q. by same. Please enumerate the services rendered by Mr. Quarrier as understood by you in your answer to the 8th question-in-chief.

Ans. I can't make any special enumeration further than I have already made of the services rendered by Mr. Quarrier in the case. I have stated when he became connected with the suit, I have stated in a general way what he did with it, and I can't restate it with any more particularity than I have already done.

12 X Q. by same. Have you the two briefs made by Mr. Quarrier; and, if so, would you be kind enough to file them in this case?

Ans. I think I have; and, if so, I will file them.

Redirect:

1 Q. by G. S. COUCH. Did the offers mentioned in questions upon cross-examination amount to anything more than offers to compromise & end the litigation?

Ans. That is the way it looked to me.

2 Q. by same. Were the services rendered by Mr. Quarrier less in amount or in value on account of efforts to compromise which failed?

Ans. If they were, I can't see it.

21 Recross-ex.:

1 X X Q. by J. MCCOLGAN. Was the record printed in this case printed before or after Mr. Quarrier's death, and was the hearing before Judge Harlan before or after Mr. Quarrier's death?

Ans. The record in this case was printed after Mr. Quarrier's death. As to the hearing before Judge Harlan, there never was any

hearing before Judge Harlan in open court. Judge Harlan came here in another case—a railroad case, if I remember right. Senator Kenna succeeded Mr. Quarrier as counsel for Mr. Reeder, and he & I made short arguments on one point in the case before Judge Jackson, and Judge Harlan was sitting on the bench at the time those arguments were made; but it was expressly understood at the time and agreed that Judge Harlan was not to participate in the decision of the cause, and how he came to decide the case afterwards and what occurred in vacation I only know from information.

And further deponent saith not.

(Signed) JAMES H. FERGUSON.

The deposition of JAMES F. BROWN, a witness on behalf of the petitioner, being by me first duly sworn to speak the truth, the whole truth, and nothing but the truth, deposes as follows:

1 Quest. by GEO. S. COUCH, counsel for pet'r. State your residence & occupation.

Ans. Charleston, W. Va.; am an attorney-at-law.

2 Q. by same. Please state if you were acquainted with W. A. Quarrier in his lifetime; and, if so, state if you know what his reputation as a lawyer was in this State.

Ans. I was acquainted with Mr. Quarrier for many years.
22 He was one of the first lawyers of the State in point of ability, fidelity to clients, and extensive practice. His reputation was accordingly.

3 Q. by same. State what knowledge, if any, you have as to the extent of the litigation between E. W. Clark and Chas. Reeder in the chancery suit between said parties now pending in the United States court at Charleston.

Ans. I was not in anywise connected with the case, but heard it discussed in court and have seen the printed record; also the printed briefs, or part of them.

4th Quest. by same. Please read the deposition of Judge James H. Ferguson, given this day before the commissioner upon the matter now before him, and taking the statement of services rendered by Mr. Quarrier in behalf of Mr. Reeder in said suit to have been correctly stated and set forth by Judge Ferguson in his deposition, and from the record you have spoken of in said cause setting forth the pleading and testimony in said cause, state what, in your judgment, would be a fair, reasonable, and customary charge for the services of said Quarrier in behalf of said Reeder in said suit.

Ans. I have read the deposition referred to, and from the facts there stated, the character of the case disclosed by the record, the standing and reputation of Mr. Quarrier as a lawyer, I consider the estimate placed upon Mr. Quarrier's services by Judge Ferguson as reasonable. From the best information and knowledge that I have, gathered from the sources mentioned, I would consider $3,000 as a reasonable fee for the services of Mr. Quarrier.

23 Cross examined:

1 X Q. by JAMES MCCOLGAN, Esq. Have you read the printed record in the case to which *to which* you have referred?

Ans. In part.

2 X Q. by same. About how much of that record is taken up with pleadings or depositions or exhibits filed by either or both parties?

Ans. The record will speak for itself. The bulk of it is taken up with exhibits. Just what proportion I cannot state without going carefully through it for that purpose.

3 X Q. by same. How much of it have you read?

Ans. I had occasion to examine it some time ago; do not now recall just what proportions of it were read. I examined some of the pleadings today to refresh my recollection as to their purport, having been advised that I would be examined upon this subject.

4 X Q. What services do you include in your estimate of $3,000 as a proper compensation therefore?

Ans. The study and preparation for a case of this character, the draughting or assisting in the draughting of pleadings, attention to the depositions, argument of the case and preparation of briefs, and consultations incident to such a litigation.

5 X Q. by same. Have you ever read Mr. Quarrier's briefs in this case?

Ans. Part and probably all of them. I had copies shortly — they were prepared and printed.

6 X Q. by same. What portions of the case do Mr. Quarrier's briefs cover?

Ans. I do not know that after a lapse of three years, or
24 nearly that, that I can give the substance of those briefs, not having had occasion to tax my mind with them.

7 X Q. What do you know about Mr. Quarrier's draughting or assisting in draughting the pleadings, attending to the taking of depositions, and other matters mentioned in your answer to the 4th X question now read to you?

Ans. Nothing personally except the argument of the case in court. I was present. My answer was predicated upon the deposition of Judge Ferguson, the record, and my knowledge of Mr. Quarrier's habit as to preparation of his cases.

8 X Q. by same. As you were present in court at the argument of the case, please state what point or points Mr. Quarrier's argument in this case covered.

Ans. After the lapse of time which has intervened, I am unable to do so.

And further deponent saith not.

(Signed) JAMES F. BROWN.

The foregoing depositions of James H. Ferguson and James F. Brown were duly taken, sworn to, and subscribed before me at the time and place therein mentioned.

(Signed) JOSEPH RUFFNER,
Special Master U. S. Cir. Ct., D. W. Va.

25 (Endorsed:) U. S. circ't ct., D. W. Va. E. W. Clark *v.* Chas. Reeder, in equity, and Chas. Reeder *v.* E. W. Clark, in equity, on cross-bill. Depositions returned with comm'r's report on matters arising upon petition of Quarrier's adm'r. Circuit court U. S., dist. W. Va. Filed in open court this 7 day of May, 1892. (Signed) L. B. Dellicker, clerk.

The exceptions filed by Mr. McColgan to the taking of the above depositions and referred to therein and annexed thereto are in the words and figures following, to wit:

26

CLARK *vs.* REEDER.	In Equity. Upon the Petition of C. C. Lewis, Adm'r of Wm. A. Quarrier.
REEDER *vs.* CLARK.	

Charles Reeder, the respondent to petition, excepts to the order passed on the above-mentioned petition and to the taking of testimony and all other proceedings thereunder.

(Signed) JAMES McCOLGAN,
Sol'r for Charles Reeder.

(Endorsed:) Clark *vs.* Reeder. Mr. Delliker, clerk: Please file. (Signed) J. McColgan, sol'r.

The depositions on behalf of the defendant referred to in the foregoing report of Special Master Ruffner and filed therewith are in the words and figures following, to wit:

27 In the Circuit Court of the United States for the District of West Virginia, at Charleston, W. Va.

E. W. CLARK *vs.* CHARLES REEDER.	On Cross-bill.
CHARLES REEDER *vs.* E. W. CLARK.	

STATE OF MARYLAND, *City of Baltimore,* } *ss:*

I hereby certify that on the 28th day of March, 1892, before me, William H. Jones, a notary public of the State of Maryland in and for the city of Baltimore, at my office, No. 20 East Lexington street, in the city of Baltimore and State of Maryland, personally appeared Charles Reeder and James McColgan, witnesses, and the said Charles Reeder and James McColgan, having been by me first duly cautioned and sworn to testify the whole truth and being carefully

examined, deposed and said as appears by the depositions hereto annexed.

And I further certify that the said depositions were then and there reduced to writing by me and were after they had been reduced to writing subscribed by the witnesses, and the same have been retained by me for the purpose of sealing up and directing the same to the clerk of the court, as required by law.

28 And I further certify that the reason why the said depositions were taken were that the said witnesses reside in Baltimore, Md., more than one hundred miles from Charleston, W. Va., the place where this cause is to be tried.

And I further certify that I am not of counsel or attorney to either of the parties, nor am I interested in the event of the cause.

And I further certify that the fee for taking said depositions, $12.00, has been paid to me by the defendant, and the same is just and reasonable.

In testimony whereof I have hereunto set my hand and affixed my notarial seal, at the city of Baltimore, State of Maryland, this 28th day of March, A. D. 1892.

[NOTARIAL SEAL.] (Signed) WM. H. JONES,
Notary Public.

In the Circuit Court of the United States for the District of West Virginia, at Charleston, W. Va.

E. W. CLARK
vs.
CHARLES REEDER.

CHARLES REEDER
vs.
E. W. CLARK.

On Cross-bill.

STATE OF MARYLAND, *City of Baltimore*, } *ss:*

CHARLES REEDER, a witness on behalf of the defendant herein and residing at Baltimore, Md., more than one hundred miles from the place where this cause is to be tried, being duly cautioned and sworn to tell the whole truth and being carefully examined,

29 deposes and says as follows:

My name is Charles Reeder; I am defendant in this case and reside at Baltimore, Md. Mr. Wm. A. Quarrier was employed by Mr. James McColgan, our local counsel, and Mr. Quarrier considered himself junior counsel in the case of E. W. Clark *vs.* Charles Reeder. Shortly after Mr. Quarrier, having occasion to visit New York in relation to matters of his own not connected with this case, requested an interview in Baltimore. I, with Mr. McColgan, met Mr. Quarrier in Baltimore, when the matter was discussed and our line of defense agreed upon. All the necessary papers in the progress of the suit were drawn up and certified in Baltimore.

There may have been one or two revised by Mr. Quarrier to conform to the rules of practice in West Virginia, but I am not aware of Mr. Quarrier having ever assumed any general management of the case, either in preparing papers or supervising the taking of testimony. When the court appointed a receiver, with authority to bring ejectment against all persons that Mr. Clark's counsel might designate, it was a feature of the case which at our interview in Baltimore we had contemplated and had agreed to oppose, yet Mr. Quarrier gave us no intimation of what was going on, asked for no postponement, and gave us no information in the matter until after the appointment had been made. When we received the information from Mr. Quarrier we requested him to ask the court for a reconsideration of the order and to set a day upon which we could be heard. Little or no attention was given to our request, and when at the next term of court we showed the inconsistency of the ejectment suits in relation to the pending suit and in relation to the terms of contract the court appeared to be vexed at our delay in not submitting our objections before action had been taken by the receiver. To relieve the court, as well as ourselves, from the embarrassment caused by the appointment of a receiver we proposed to the court to pay back the money ($25,000.00) that had been paid to us and cancel the contract. At the suggestion of Mr. Quarrier the court ordered that no farther action should be taken in ejectments until after the question of recision had been heard. Mr. Quarrier clearly understood that the suit in controversy was brought to recover $35,000.00, and that we were willing to pay back the $25,000.00 received and cancel the contract. The amount involved in the controversy was the $10,000.00 paid to C. C. Watts, and there never was at any time up to the time of the proposition of Mr. Bell to settle the matter by deducting the accrued interest, more than $15,000.00, in controversy, being the $10,000.00 mentioned and any interest that the court might allow, which could not amount to more than $5,000.00. I consider Mr. Quarrier's administrators are entitled to fair and full compensation for all the service which Mr. Quarrier rendered, but not entitled to pay for services rendered by others, who naturally expect to receive a fair compensation for their services. $1,000.00 in addition to what has been paid would, I think, be a full and liberal compensation for the services rendered by Mr. Quarrier.

(Signed) CHARLES REEDER.

Subscribed and sworn to before me this 28th day of March, 1892.

(Signed) WM. H. JONES,
Notary Public.
[NOTARIAL SEAL.]

31 In the Circuit Court of the United States for the District of West Virginia, at Charleston, W. Va.

E. W. CLARK
vs.
CHARLES REEDER.
CHARLES REEDER
vs.
E. W. CLARK.
} On Cross-bill.

STATE OF MARYLAND, *City of Baltimore*, } *ss:*

JAMES MCCOLGAN, a witness on behalf of the defendant herein and residing at Baltimore, Md., more than one hundred miles from the place where this cause is to be tried, being duly cautioned and sworn to tell the whole truth and being carefully examined, deposes and says as follows:

I am an attorney-at-law, residing in Baltimore, Md. Upon the institution of the suit in this case I was employed by Mr. Reeder and directed to look after his interests in the matter. The suit having been filed in an out-of-the-way county, where it would be almost impossible for me to give it personal attention, I caused it to be removed to the United States court at Charleston, West Virginia, and I proceeded to Charleston, where I consulted with and employed Mr. Quarrier to look after the case as local counsel in Charleston. I submitted the whole case, the contract and the facts as we understood them and as they have since come out in testimony in the case, to Mr. Quarrier and paid him $50.00, the retainer which he asked and which I assumed he considered a proper retainer in the case. During the pendency of the case, from the beginning to the time of Mr. Quarrier's death, he did not, so far as

32 I am aware, prepare a single paper in the case of importance, with the exception of the demurrer to the original bill for want of Mr. Watts as a proper party, which, as I recollect it, is a paper of not more than half a dozen lines, and his own brief on occasion of the argument had at Charleston prior to his death. The answer of Mr. Reeder to the original bill and to all of the supplemental bills, also Mr. Reeder's cross-bill and the petitions filed on Mr. Reeder's behalf on various occasions during the pendency of the case, were all prepared by me, as near as I can recollect, and sent by me to Mr. Quarrier. Some of them were returned with a few alterations, which I have now in my possession and will file as exhibits, if so desired, and some were filed precisely as originally drawn, without any alterations. As to the taking of testimony, I attended personally to the taking of the testimony at Mr. Dyer's office, in West Virginia, on the occasions when Mr. Ferguson, Mr. Watts, Mr. Bell, Mr. Miller, and others gave their testimony, but Mr. Quarrier attended to it on the occasion when Mr. Knight and others gave their testimony. A comparison of the record will show, I think, that the latter includes but a very few pages of testimony

and was taken when I was not in Charleston at all. During the taking of the principal testimony which I have mentioned before as the occasion when I was in Charleston and the testimony was taken at Mr. Dyer's office, Mr. Quarrier did not attend the taking of the testimony for an hour on any day, and only on one occasion did he examine any of the witnesses. This, I think, was Mr. Watts, of whom he asked a few questions, as he said it was quite unnecessary on account of my being in Charleston and being fully familiar with the case. He stepped into the office of Mr. Dyer almost every day two or three times and stayed a few minutes at a time, excepting on the occasion to which I have referred as his having examined one of the witnesses. Mr. Quarrier perfectly understood

33 from the beginning of the case that the only amount of money in controversy in the case was the sum of $10,000.00, being the sum paid to Mr. C. C. Watts and which Mr. Watts received and which Mr. Reeder has not received any portion of. Mr. Quarrier knew and was present in court when I offered Mr. Reeder's check for $25,000.00, being the full amount of money which he had received in the transaction, and offered to cancel the contract. At a subsequent period Mr. H. M. Bell came to my office, in Baltimore, and suggested that he would recommend his client, Mr. Clark, to settle the controversy and pay the amount claimed by Mr. Reeder if Mr. Reeder would abate the interest which had then accrued. Upon Mr. Reeder's refusal he offered to do the same if Mr. Reeder would abate one-half of the accrued interest.. Both of these propositions I carried to Mr. Reeder and they were declined by him. The interest which had then accrued was about $7,000.00 or $8,000.00. Of course this was not an offer of Mr. Clark to settle the case upon that basis, but as Mr. Bell was Mr. Clark's agent in the transaction and was himself a party in interest in the contract, as appears from his testimony, I considered it practically equivalent to an offer to settle on this basis. After Mr. Quarrier's death I was compelled to employ Mr. Kenna in the matter, and certainly Mr. Kenna has done as much work, if not more, than Mr. Quarrier did during the progress of the case. I am far from underrating either Mr. Quarrier's ability or his services, but am perfectly sure that Mr. Quarrier would have considered himself very liberally paid for his services by the amount which Mr. Reeder has offered to pay his administrators, to wit, the sum of $1,000.00, in addition to the amounts already received, for Mr. Quarrier never pretended to consider the whole amount of the contract as involved in the contention,

34 but only the amount of difference between the parties, to wit, the sum of $10,000.00 in the first instance, with possible interest, and afterwards only the accrued interest, Mr. Quarrier being fully advised of the offer or suggestion made by Mr. Bell and himself recommending its acceptance. If Mr. Reeder had to return the money which he had received, he would still have had the land, which his action showed he was perfectly willing to take back for the amount which he had received for it and which was probably worth far more, probably more even than the amount including the $10,000.00 paid to Watts and which Mr. Reeder more especially

refused to consider, as possibly involving the charges in the bill of complaint. The amounts paid to Mr. Quarrier were, 1st, the retainer of $50.00 and subsequently a fee of $100.00. These amounts were paid at Mr. Quarrier's request and were the amounts asked for by him at the time and indicate more clearly than any estimate of other parties not concerned in the matter what Mr. Quarrier's own opinion of the value of his services were, and the amount in controversy.

(Signed) JAMES McCOLGAN.

Subscribed and sworn to before me this 28th day of March, 1892.

(Signed) WM. H. JONES,
[NOTARIAL SEAL.] *Notary Public.*

(Endorsed as follows:) The adm'r of W. A. Quarrier, dec'd, objects to the reading or considering of the foregoing deposition of Chas. Reeder upon the ground that said Reeder cannot tes-
35 tify in a suit between himself and said Quarrier's estate as to any matters or transactions relative to such suit. (Signed) Geo. S. Couch, att'y for C. C. Lewis, adm'r. April 25, '92.
(Endorsed:) Circuit court U. S., dist. W. Va. Filed in open court this 7 day of May, 1892. (Signed) L. B. Dellicker, clerk.

And on another day, to wit:

At a circuit court of the United States for the district of West Virginia, continued and held at Charleston, in said district, on Saturday, the 28th day of May, A. D. 1892, an order was made and entered of record; which order is in the words and figures following, to wit:

E. W. CLARK
v.
CHAS. REEDER. } In Equity.

and

CHAS. REEDER
v.
E. W. CLARK. } In Equity. Upon a Cross-bill.

On motion, it is ordered that the administrator of the estate of William A. Quarrier, dec'd, do pay to Joseph Ruffner, special master, the sum of fifty dollars for his services in making his report
36 upon the matter arising upon the petition filed by said administrator in these causes.

And on another day, to wit:

At a circuit court of the United States for the district of West Virginia, continued and held at Charleston, in said district, on Saturday, the 17th day of December, A. D. 1892, an order was made and entered of record; which order is in the words and figures following, to wit:

E. W. CLARK
vs.
CHARLES REEDER

and

CHARLES REEDER
vs.
E. W. CLARK.

In Equity.

The report of Joseph Ruffner, commissioner, filed in the above causes on the 7th day of May, 1892, being unexcepted to, the same is approved and confirmed.

And it appearing from said report that the above Charles Reeder is indebted to the estate of Wm. A. Quarrier in the sum of $2,350.00 for legal services rendered by the said Quarrier in his lifetime to said Reeder in and about matters involved in the above-entitled causes, it is adjudged, ordered, and decreed that the said Chas. Reeder do pay to C. C. Lewis, adm'r of W. A. Quarrier, dec'd, the said sum of $2,350.00, with interest thereon from May 7, 1892, until paid and the costs of said commissioner's report, and that
37 said sum is adjudged hereby to be a lien upon the interest and funds of the said Chas. Reeder in the above causes.

And the said Chas. Reeder having intimated a desire to appeal from this order, this order is suspended for sixty days to allow such appeal to be applied for and perfected, upon said Reeder giving bond, with security to be approved by this court, in the penalty of $3,000.00, conditioned as required by law.

And on another day, to wit:

On the tenth day of February, in the year of our Lord one thousand eight hundred and ninety-two, in the circuit court of the United States for the district of West Virginia, at chambers, an order was made and entered of record; which order is in the words and figures following, to wit:

In the Circuit Court of the United States for the District of West Virginia. In Equity.

E. W. CLARK
vs.
CHARLES REEDER

and

CHARLES REEDER
vs.
E. W. CLARK.

Upon the petition of C. C. Lewis, administrator of W. A. Quarrier.

To the honorable the judges of the circuit court of the United States for the district of West Virginia:

38 The petition of Charles Reeder, of Baltimore city, respectfully represents—

That by an order and decree of your honorable court dated the 17th day of December, 1892, and made and filed in the cause aforesaid, it was adjudged, ordered, and decreed that your petitioner, Charles Reeder, do pay to C. C. Lewis, administrator of W. A. Quarrier, deceased, the sum of two thousand three hundred and fifty dollars, with interest thereon from May 7th, 1892, until paid, and the costs of said commissioner's report.

That said sum is thereby adjudged to be a lien upon the interest and funds of said Charles Reeder in said causes, by which order and decree your petitioner feels himself to be aggrieved because of errors in the proceedings on which said decree was founded and because of errors in said decree.

Your petitioner therefore prays that he may be allowed an appeal to the Supreme Court of the United States in order that said order and decree may be reviewed and reversed by said court, and that a proper citation may be issued and served upon the said petitioner, C. C. Lewis, administrator of W. A. Quarrier, or upon his solicitor, and that the record of proceedings in these causes upon the petition of said C. C. Lewis, administrator of W. A. Quarrier, deceased, may be transmitted to said Supreme Court of the United States.

And your petitioner files herewith the following assignment of errors, which your petitioner asserts exists in said proceedings, order, and decree, and which are intended to be urged in said Supreme Court of the United States:

Assignment of Errors.

1st. That there is error in said order and decree because
39 said circuit court in equity had no authority or jurisdiction to entertain, pass upon, or decree in reference to the matters and things set out in the said petition of C. C. Lewis, administrator of W. A. Quarrier, deceased, above referred to.

2d. That there is error in said order and decree because said circuit court had no authority or jurisdiction in these causes to entertain, pass upon, or decree in reference to the matters and things set out in said petition of C. C. Lewis, administrator, or to order or decree the payment of said sum of twenty-three hundred and fifty dollars.

Wherefore, because of the errors aforesaid, your petitioner prays that said decree may be reviewed and reversed by the Supreme Court of the United States.

All of which is respectfully submitted.

(Signed) JAMES McCOLGAN,
Solicitor for Charles Reeder.

In the Circuit Court of the United States for the District of West Virginia.

E. W. CLARK
vs.
CHARLES REEDER.
CHARLES REEDER
vs.
E. W. CLARK.
} In Equity.

Upon the petition of C. C. Lewis, administrator of William A. Quarrier, deceased.

Ordered, this tenth day of February, in the year one
40 thousand eight hundred and ninety-three, that the appeal prayed in the above petition be granted, and that a proper citation be issued and served upon the petitioner, C. C. Lewis, administrator, as prayed.

(Signed) HUGH L. BOND, *C't Judge.*

A bond accompanied the said petition and assignment of errors; which bond is filed in the clerk's office of the said circuit court of the United States for the district of West Virginia and is in the words and figures following, to wit:

Know all men by these presents that we, Charles Reeder, as principal, and Oliver Reeder, all of the city of Baltimore, in the State of Maryland, are held and firmly bound unto C. C. Lewis, administrator of W. A. Quarrier, deceased, in the full and just sum of three thousand dollars, to be paid to said C. C. Lewis, administrator, or to his certain attorney — successors, as such administrator and assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals and dated this tenth day of February, in the year of our Lord one thousand eight hundred and ninety-three.

Whereas lately, at a circuit court of the United States for the

district of West Virginia, in a suit lately depending in said court, in equity, between E. W. Clark, complainant, and Charles Reeder, defendant, and on cross-bill between said Charles Reeder as complainant and said E. W. Clark as defendant, upon the petition of said C. C. Lewis, administrator of W. A. Quarrier, deceased, it was, on the seventeenth day of December, in the year 1892, adjudged,
ordered, and decreed that said Charles Reeder do pay unto
41 said C. C. Lewis, administrator of W. A. Quarrier, deceased, the sum of twenty-three hundred and fifty dollars, with interest thereon from May 7th, 1892, until paid and the costs of said commissioner's report, and that said sum was thereby adjudged to be a lien upon the interests and funds of said Charles Reeder in said causes;

And whereas said Charles Reeder has prayed an appeal from said order and decree to the Supreme Court of the United States and the same has been allowed and a citation has been issued, directed to the obligee of this bond, citing and admonishing him to appear and to be in said Supreme Court of the United States, in the city of Washington, in the District of Columbia, on the day in said citation mentioned:

Now, the condition of this obligation is such that if the said Charles Reeder shall prosecute his said appeal with effect and shall pay and answer all damages and costs if he shall fail to make good his said appeal, then the above obligation to be void; otherwise to remain in full force, virtue, and effect.

(Signed) CHARLES REEDER. [SEAL.]
(Signed) OLIVER REEDER. [SEAL.]

Witness:
(Signed) WILLIAM DUNCAN.

Bond approved.
(Signed) HUGH L. BOND,
C't Judge, Judge of the Circuit Court of the U. S. for the District of West Virginia.

(Endorsed:) E. W. Clark *vs.* Charles Reeder. Bond on
42 appeal. Mr. Clerk: Please file. (Signed) James McColgan, att'y for def't, Chas. Reeder. Circuit court U. S., dist. W. Va. Filed in office this 12th day of Feb'y, 1893. (Signed) L. B. Dellicker, clerk.

The citation issued, with the admission of service, is annexed hereto:

43 UNITED STATES OF AMERICA, *ss:*

The President of the United States to C. C. Lewis, administrator of William A. Quarrier, deceased, Greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at Washington on the tenth March next, pursuant to an order allowing an appeal

filed in the clerk's office of the circuit court of the United States for the district of West Virginia, held at Charleston, in said district, wherein Charles Reeder is appellant and you are appellee, to show cause, if any there be, why the decree rendered against the said appellant should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable John J. Jackson, judge of the district court of the United States, this 15th day of February, in the year of our Lord one thousand eight hundred and ninety-three.

JNO. J. JACKSON.

44 Service of within process is hereby accepted for C. C. Lewis, adm. of W. A. Quarrier, dec'd.

COUCH, FLOURNOY & PRICE, *Att'ys.*

Feb'y 17, 1893.

45 UNITED STATES OF AMERICA, }
District of West Virginia, }

I, L. B. Dellicker, clerk of the circuit court of the United States for the district of West Virginia, do hereby certify that the foregoing is a true and complete transcript of the record in the causes of E. W. Clark *vs.* Charles Reeder, in equity, and Charles Reeder *vs.* E. W. Clark, in equity, on cross-bill, so far as the record in said causes relates to the petition of C. C. Lewis, administrator of Wm. A. Quarrier, deceased, now of record and on file in my office.

In testimony whereof I have hereunto set my hand and the seal of my said court this first day of March, in the year of our Lord one thousand eight hundred and ninety-three, and in the 117th year of the Independence of the United States of America.

Seal Circuit Court United States, District West Virginia, Charleston, West Va.

L. B. DELLICKER,
Clerk Circuit Court U. S., Dist. W. Va.

Endorsed on cover: Case No. 15,290. West Virginia C. C. U. S. Term No., 224. Charles Reeder, appellant, *vs.* C. C. Lewis, administrator of William A. Quarrier, deceased. Filed April 8th, 1893.

Office Supreme Court U. S.
FILED.
APR 11 1896
JAMES H. McKENNEY,
CLERK.

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1895. No. 224.

CHARLES REEDER, *Appellant*,

vs.

C. C. LEWIS, ADMINISTRATOR OF WILLIAM A. QUARRIER, DECEASED, *Appellee.*

BRIEF FOR APPELLANT.

JAMES McCOLGAN,
For Appellee.

filed in the clerk's office of the circuit court of the United States for the district of West Virginia, held at Charleston, in said district, wherein Charles Reeder is appellant and you are appellee, to show cause, if any there be, why the decree rendered against the said appellant should not be corrected and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable John J. Jackson, judge of the district court of the United States, this 15th day of February, in the year of our Lord one thousand eight hundred and ninety-three.

JNO. J. JACKSON.

44 Service of within process is hereby accepted for C. C. Lewis, adm. of W. A. Quarrier, dec'd.

COUCH, FLOURNOY & PRICE, *Att'ys.*

Feb'y 17, 1893.

45 UNITED STATES OF AMERICA, }
District of West Virginia, }

I, L. B. Dellicker, clerk of the circuit court of the United States for the district of West Virginia, do hereby certify that the foregoing is a true and complete transcript of the record in the causes of E. W. Clark *vs.* Charles Reeder, in equity, and Charles Reeder *vs.* E. W. Clark, in equity, on crossbill, so far as the record in said causes relates to the petition of C. C. Lewis, administrator of Wm. A. Quarrier, deceased, now of record and on file in my office.

In testimony whereof I have hereunto set my hand and the seal of my said court this first day of March, in the year of our Lord one thousand eight hundred and ninety-three, and in the 117th year of the Independence of the United States of America.

Seal Circuit Court United States, District West Virginia, Charleston, West Va.

L. B. DELLICKER,
Clerk Circuit Court U. S., Dist. W. Va.

Endorsed on cover: Case No. 17,290. West Virginia C. C. U. S. Term No., 224. Charles Reeder, appellant, *vs.* C. C. Lewis, administrator of William A. Quarrier, deceased. Filed April 8th, 1893.

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IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1895. No. 224.

CHARLES REEDER, *Appellant*,

vs.

C. C. LEWIS, ADMINISTRATOR OF WILLIAM A. QUARRIER, DECEASED, *Appellee*.

BRIEF FOR APPELLANT.

JAMES McCOLGAN,
For Appellee.

IN THE

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, 1895. No. 224.

CHARLES REEDER, *Appellant*,

vs.

C. C. LEWIS, ADMINISTRATOR OF WILLIAM A. QUARRIER, DECEASED, *Appellee*.

BRIEF FOR APPELLANT.

This appeal is a sequel to the case of Clark vs. Reeder, No. 262, heard and decided by this Honorable Court during the October term, 1894, and arises upon the following facts:

After the institution of the case of Clark vs. Reeder, above mentioned, and its removal to the Circuit (then District) Court of the United States, for the District of West Virginia, Charles Reeder, through his attorney, employed William A. Quarrier, of the Charleston, West Virginia, Bar, as associate counsel.

During the progress of the case, indeed, before the hearing of the case by the Honorable Mr. Justice Harlan, Mr. Quarrier died. Mr. Kenna was employed in his place, and the case proceeded to hearing and final decree in the Circuit Court.

The final decree in the case of Clark vs. Reeder, in the West Virginia U. S. Circuit Court, was filed May 30th, 1891, and the same day an appeal was entered to the Supreme Court of the United States. (Record, in Clark vs. Reeder, page 612.) At a later date, not given in the record in the case of Clark vs. Reeder, but necessarily before the 12th day of August, 1891, when the record was filed in this Honorable Court, a bond was filed by E. W. Clark, the appellant, in Clark vs. Reeder, and the case was heard and decided in due course by this Honorable Court.

Subsequent to the final decree in the Circuit Court and the appeal therefrom, to wit: on the 8th day of July, 1891, C. C. Lewis, alleging himself to be the administrator of William A. Quarrier, deceased, filed a petition in the Circuit Court of the United States for the district of West Virginia, in the case of Clark vs. Reeder, asking for an allowance to William A. Quarrier's estate for services rendered in said case, by Quarrier to Reeder. (Record, pages 1, 2, 3).

Upon the filing of this petition and without process being issued against Reeder or opportunity to answer, an order was passed forthwith, that the matters arising upon the petition, be referred to Joseph Ruffner to take, state and report an account, showing what is a just, fair, and reasonable compensation for the services rendered by said Quarrier in his lifetime to said Reeder, and directing ten days' notice to be given Kenna and Chilton, Attorneys for Reeder. (Record, pages 1 and 2).

Under this order of court, testimony was taken by Joseph Ruffner, the commissioner of the Circuit Court at Charleston, (Record, pages 7 to 17); before the taking of which testimony, Charles Reeder filed exceptions to the taking of the depositions, to the order under which they were taken, and to all other proceedings thereunder. (Record, pages 7 and 14). Certain depositions were also taken by Charles Reeder, in Baltimore, on the subject of

the value of the services rendered by Mr. Quarrier, (Record, pages 15 to 19), but which are not material on this appeal.

This testimony having been returned to the Circuit Court, that Court, on the 17th day of December, 1892, about sixteen months after the record in Clark vs. Reeder had been filed in this honorable Court, and while the cause was still pending here, passed an order allowing C. C. Lewis, administrator, the sum of $2,350, with interest until paid, for legal services rendered by Quarrier to said Reeder, and decreed that said sum should be a lien upon the interest and funds of Charles Reeder in said causes. (Record, pages 19 and 20).

From this order Charles Reeder appealed, assigning for error:

First. That the Circuit Court of the United States for the District of West Virginia, in equity, has no jurisdiction to entertain, pass upon, or decree in reference to the matters set out in the petition of C. C. Lewis, administrator.

Second. That the said Circuit Court has no jurisdiction in these causes, (to wit: the case of Clark vs. Reeder and Reeder vs. Clark, on cross bill,) to entertain, pass upon, or decree in reference to the matters and things set out in the petition of C. C. Lewis, administrator, or to order or decree the payment of said sum of $2,350. (Record, pages 21–22.)

The appellant, on the first point contends: That assuming the administrator of William A. Quarrier to have a valid claim against Charles Reeder for services rendered as counsel in these cases, such claim is necessarily a matter of common law jurisdiction, and not within the jurisdiction of the Circuit Court of West Virginia, sitting as a Court of Equity, and is in no manner connected with the subject matter of the suits of Clark vs. Reeder and Reeder vs. Clark, which are on one side for the recission of the contract between Reeder and Clark, and on the other for the